

**EXHIBIT B**  
**NETWORK HUT SITE TERMS**

**1. Legal Description of Network Hut Site Location.**

Network Hut Site #RDU121

The Network Hut Site, as defined within the Agreement, shall be the area labeled "Proposed 32' x 50' License Area" ("Compound Area") and "Proposed Access Corridor" of 753 sq feet ("Access Area") on the Plan Sheet for this Site (see Exhibit C attached hereto).

Address: 3105 Hursey Street, Durham, NC 27703

Parcel #: 132194

**2. Annual Fees.**

Based on 2,353 Rentable Square Feet, comprised of a 1,600 square foot Compound Area and a 753 square foot Access Area; annual rent payable shall be \$4,706.00.

**3. Other terms or requirements applicable to Network Hut Site.**

- a. Rights granted to Licensee under the Agreement shall include an exclusive right of vehicular ingress and egress across the Access Area shown on Exhibit C to allow Licensee access to the Compound Area.
- b. Rights granted to Licensee under the Agreement shall include a non-exclusive right across the areas shown in the Map as "Proposed Fiber Corridor 10' Wide" and "Proposed Fiber & Telco Corridor 15' Wide" (collectively, the "Fiber Corridors") for the (installation of underground fiber optic cable and underground telecommunications infrastructure) (collectively "Infrastructure") to serve the Network Hut Site. Any installations pursuant to this provision shall be at a depth mutually acceptable to City and Licensee. The City shall provide Licensee 90 days notice of any proposed use of the Fiber Corridors by the City or a third party lessee, permittee, grantee, licensee, or franchisee of the City. If Licensee elects to relocate its Infrastructure due to the shared use of the Fiber Corridors or if the City requires the relocation of Licensee's Infrastructure for a reasonable and necessary public use of the Fiber Corridors, Licensee shall relocate its Infrastructure to a mutually agreeable location at Licensee's expense.
- c. Licensee shall have the non-exclusive right to enter and traverse City-owned property to access the Network Hut Site for the purposes stated in the Agreement, provided that Licensee does not interfere with City's use of such property and such access is limited to property reasonably necessary to allow Licensee access to the Network Hut Site from the nearest adjacent public right-of-way. Licensee acknowledges that the intent of the parties is for the Access Area to be the primary path for access to the Network Hut Site.
- d. Site Plan approval must be obtained prior to commencement of construction. The approved Site Plan shall not vary substantively from Exhibit C.
- e. Licensee will ensure all vegetation installed for the purposes of hut shelter screening meets the Unified Development Ordinance requirements for the lease period.